



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: RICHARDSON, Hugh W. et al. Confirmation No.: 6159
of: Serial No.: 10/660,795 Art Unit: 1742

Filed: September 12, 2003 Examiner: Melvyn J. ANDREWS

For: **PROCESS FOR THE DISSOLUTION OF COPPER METAL** Atty Docket No.: 060912-5003

TERMINAL DISCLAIMER FEE

U.S. Patent and Trademark Office
Mail Stop AMENDMENT
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Arlington, Virginia 22202

Sir:

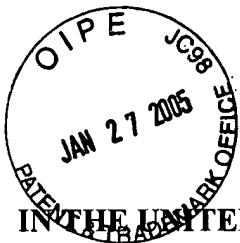
Attached hereto is a Terminal Disclaimer. The fee for this Disclaimer is believed to be \$130.00. Please charge the required fee to Morgan, Lewis & Bockius LLP Deposit Account No. 50-0310.

Respectfully submitted,
MORGAN, LEWIS & BOCKIUS LLP

A handwritten signature in black ink, appearing to read "Christopher J. Hayden".

Christopher J. Hayden Reg. No. 44,750
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Tel: 202-739-3000
Fax: 202-739-3001

January 27, 2005



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of:
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TERMINAL DISCLAIMER

Sir:

Your Petitioner, Christopher G. Hayden, represents that represents that he is Of Counsel the law firm of Morgan, Lewis & Bockius LLP. In the previously-filed amendment, applicants requested the customer number be changed to Customer No. 009629, and that future correspondence be forwarded to Christopher G. Hayden, Reg. No. 44,750. In confirmation of the previous instructions, please find attached a Revocation and Power of Attorney from the assignee naming the practitioners of Morgan Lewis & Bockius LLP as attorneys of record for the present application.

Your petitioner states that PHIBRO-TECH, INC. is the Assignee of the entire interest in and to U.S. Patent No. 6,646,147 which issued from Application No. 10/074,251 by virtue of an assignment, said assignment being recorded on April 15, 2002 at Reel 012796, Frame 0854.

Your petitioner states that PHIBRO-TECH, INC. is the Assignee of the entire interest in and to Application No. 10/704,155 filed on 11-10-2003 by virtue of an assignment filed in the parent case, said assignment being recorded on April 15, 2002 at Reel 012796, Frame 0854, and by virtue of an Assignment attached herewith.

Your petitioner states that PHIBRO-TECH, Inc. is the Assignee of the entire interest in and to the instant application, Application No. 10/660,795, by virtue of the assignment filed in the parent case, Application No. 10/074,251, now U.S. Patent No. 6,646,147, said assignment being recorded on April 15, 2002 at Reel 012796, Frame 0854.

Petitioner hereby disclaims the terminal part of any patent granted on Application No.

10/660,795 which would extend beyond the expiration date of U.S. Patent No. 6,646,147 or
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1-WA/2330240.1

beyond the expiration date of any patent that issues from Application No. 10/704,155, and hereby agrees that any patent granted on Application No. 10/660,795 shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,646,147 and to any patent that issues from Application No. 10/704,155.

Petitioner further agrees that this agreement is to run with any patent granted on Application No. 10/660,795 and is to be binding upon the grantee, its successors, and assigns.

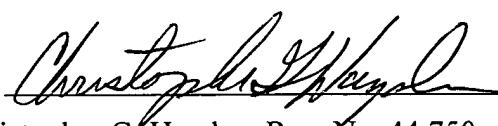
Petitioner does not disclaim any terminal part of any patent granted on Application No. 10/660,795 prior to the expiration date of the full statutory term of U.S. Patent No. 6,646,147 or of any patent that issues from Application No. 10/704,155, in the event that said patent or patents later expire for failure to pay a maintenance fee, is/are held unenforceable, is/are found invalid, is/are statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has/have all claims canceled by a reexamination certificate, or is/are otherwise terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

Petitioner hereby confirms that he has reviewed the assignment and, to the best of his knowledge and belief, title is in the assignee seeking to take action in this matter and that he is empowered to act on behalf of the assignee, PHIBRO-TECH, INC.

Petitioner hereby declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 27th day of January, 2005.

for **PHIBRO-TECH, INC.**

By: 

Name: Christopher G. Hayden, Reg. No. 44,750
Position: Of Counsel, Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
202.739.5557 (phone)

JOINT ASSIGNMENT

ASSIGNMENT

WHEREAS, We, H. WAYNE RICHARDSON, citizen of the United States and Gang ZHAO, citizen of China, ASSIGNS, residing at 47 Pathfinder Drive, Sumter, SC 29150 and 996 Saltwood Road, Sumter, SC 29154, are the inventors of the invention in PROCESS FOR THE DISSOLUTION OF COPPER METAL for which a utility application for a Patent of the United States

- which is executed on even date herewith or
- is identified by Morgan, Lewis & Bockius LLP Docket No. 060912-0009-US
- was filed on November 10, 2003, is assigned Application No. 10/704,155 and claimed priority to U.S. Serial No. 10/074,251

and WHEREAS, PHIBRO-TECH, INC., having an office for the transaction of business at 65 Challenger Road - Third Floor Ridgefield Park, NJ 07660, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

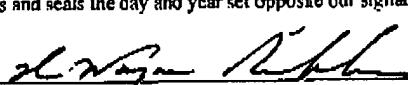
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfet and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full rights to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, we hereunto set our hands and seals the day and year set opposite our signatures.

Date January 27, 2005 L.S.
H. Wayne RICHARDSON

State of South Carolina) SS: 263-90-2858
County of Sumter)

On January 27, 2005, before me, Notary Public, personally appeared H. Wayne RICHARDSON, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Assignment Page 2 U.S. Serial No. 10/704,155 to Richardson et al.

Date 1/27/05, 2005 Gang Zhao L.S.

State of)
County of)
) SS.: 271-92-4742

On 2005, before me, Gang ZHAO, Notary Public, personally appeared Gang ZHAO, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal